



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 1100 PAX3150REBID

Addendum No: 4

Date of Addendum: 11/07/2019

This addendum is to incorporate the following clarifications and changes to the above referenced solicitation:

1. Extension:

PROPOSAL DUE PRIOR TO is hereby extended until: 12/03/2019, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE is hereby extended until: 12/03/2019, 3:00 pm, local time

- 2.** Section 0400, item 3. Proposal/Response Bond and item 4. Performance Bond are hereby deleted and replaced with the following:

3. PROPOSAL / RESPONSE BOND: ("BOND")

- A. All Offers shall be accompanied by a Proposal / Response Bond or Letter from a financial institution stating the required letter of credit is available in an amount of five percent (5%) of the total Offer. The Proposal / Response Bond/Letter must have a Power of Attorney attached, issued by a solvent surety/financial institution authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid / Proposal / Response Bond/Letter accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond/Letter will be returned to the Offeror. The Bid / Proposal / Response Bond/Letter provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds/Letters will be returned within a reasonable amount of time necessary to make an award recommendation.

4. PERFORMANCE BOND:

- A. The Contractor shall provide a Performance Bond or Letter of Credit acceptable to the City in an amount of \$700,000 within 14 calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond/Letter of Credit serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond/Letter of Credit shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond/Letter of Credit shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.